



## **Mobile Banking and Mobile Check Deposit User Agreement**

THIS MOBILE BANKING AND MOBILE CHECK DEPOSIT USER AGREEMENT (“Agreement”), EFFECTIVE MARCH 2, 2020, BETWEEN COUNTY BANK AND YOU, GOVERNS YOUR USE OF COUNTY BANK MOBILE BANKING SERVICES.

### **Mobile Check Deposit User Terms and Conditions**

**1. Service.** The Mobile Check Deposit Service (“MCD Service”) is designed to allow you to present an image of a legal representation, as defined by federal law, of a Check to be deposited into County Bank’s checking or savings account electronically.

#### Service Definitions

“We”, “us”, “our” refers to the County Bank.

“You” and “your” shall refer to each Customer who is eligible for and uses Mobile Check Deposit.

"Business Day" is every Monday through Friday, excluding federal holidays. If you make a deposit before 4:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Acceptance of these Terms.** Your use of the MCD Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the MCD Service after County Bank has made the change. Your acceptance of the revised Agreement along with the continued use of the MCD Service will indicate your consent to be bound by the revised Agreement. Further, County Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the MCD Service. Your continued use of the MCD Service will indicate your acceptance of any such changes to the MCD Service.

**3. Limitations of Service.** When using this MCD Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you an email or text message to notify you of these interruptions in MCD Service. We do not assume liability for any technical or other difficulties or any resulting damages that you may incur. The MCD Service has certain qualification requirements and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or revoke MCD Service, in whole or in part, or your use of the MCD Service, in whole or in part, immediately and at any time without prior notice to you. In the event this MCD Service is not available to you, you acknowledge that you can attempt to deposit your Check at a branch office location, through a participating ATM, or by mail.

**4. Eligible Accounts.** Use of the MCD Service is subject to County Bank approval. We may, at our sole discretion, revoke qualification for the MCD Service at any time. Only Checking, Money Market, and Savings

accounts are eligible for this MCD Service. Consumer and small business deposit accounts are eligible for the MCD Service. Some limitations apply. Please contact us for more details.

**5. Charges or Fees.** County Bank does not charge a usage fee for this MCD Service. We reserve the right to start charging for this MCD Service at any time. If an Item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the Check was originally deposited to and you will be assessed a fee in the amount shown on County Bank's current Schedule of Fees for a returned Check. If there are not sufficient funds in your account to cover the amount of the returned Check, the account will be overdrawn and you will be responsible for payment. You agree County Bank may debit any account in your name in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions.

**6. Eligible Items.** You agree to scan and deposit only "Checks" as that term is defined in Federal Reserve Regulation CC. When the image of the Check transmitted to County Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "Item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**7. Ineligible Items.** You agree that you will not use this MCD Service to scan and deposit any ineligible Items including but not limited to the following:

1. Checks or Items payable to any person or entity other than the person or entity that owns the account into which the Check is being deposited;
2. Checks or Items containing an alteration to any of the fields on the front of a Check or Item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check or Item is drawn;
3. Checks or Items dated more than six months prior to the date of the deposit;
4. Checks or Items that are "post-dated";
5. Checks or Items drawn on a financial institution located outside of the United States;
6. Checks or Items drawn or otherwise issued by you or any other person on any of your accounts here at County Bank or any account on which you are an authorized signer or joint account holder here at County Bank;
7. Checks or Items not payable in United States currency;
8. Checks or Items previously converted to a Substitute Check, as defined by Regulation CC;
9. Checks or Items prohibited by County Bank's current procedures relating to the MCD Service or which are otherwise not acceptable for deposit under the terms of your County Bank's Deposit Account Agreement;
10. Checks or Items with any endorsement on the back other than that specified in this Agreement;
11. Checks or Items that have previously been submitted through the MCD Service or through a remote deposit capture service offered at any other financial institution;
12. Checks or Items that are irregular (e.g., Check amount number differs from the written amount);
13. Checks that are Remotely Created Checks, as defined in Regulation CC;
14. Checks or Items with no Magnetic Ink Character Recognition (MICR) line;
15. Checks or Items that are stamped with a "non-negotiable" watermark;
16. Checks payable on sight or payable through Drafts, as defined in Regulation CC;
17. Cashier's Checks, Money Orders, US Savings Bonds, or Traveler's Checks;
18. Checks or Items drawn or otherwise issued by the United States Treasury Department.

**8. Endorsement Requirements and Procedures.** When you transmit an image to us, you will still have possession of the original Item. In order to further prevent an additional submission of the original Item for payment, you will take the following steps. Before you transmit an image to us, you will endorse (write your signature) on the back of the original Item and write *“for mobile deposit only to County Bank”* or as we otherwise tell you.

We reserve the right to reject all Items that are not endorsed as specified.

You agree to follow any and all other procedures and instructions for use of the MCD Service as we may establish from time to time. Endorsements must be made on the reverse side of the Check or Item within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss you incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a Check payable to you and any joint owner(s) of your Bank account, the Check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such Check into a Bank account jointly owned by all such payees. If the Check is payable to you or your joint owner, each particular payee must endorse it. If a Check is made payable to you and any non-joint owner, you may not deposit the Check into your Bank account using the MCD Service. If the Check is payable to the business, endorse the Check by writing the business name, which has to match the payee on the front of the check, and deposit it only in the business account with the same name.

**9. Deposit Limits.** When using the MCD Service to deposit funds, such deposits are limited to County Bank's defined deposit segments and associated limits described below:

<b>Deposit Limits</b>	<b>Amount</b>	<b>Number of Checks</b>
Per Item	\$3,500	1
Deposit Per Day	\$3,500	7
Deposit Per Month	\$7,500	15

We reserve the right to revoke or cancel limits at any time at our sole discretion.

**10. Receipt of Items.** We reserve the right to reject any Item transmitted through this MCD Service, at our discretion, without liability to us. We are not liable for Items we do not receive or for images that are not transmitted completely. An image of an Item shall be deemed received when you receive a confirmation after submitting your Mobile Check Deposit. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any Item that was subsequently determined was not an eligible Item. You agree that County Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible Item.

**11. Funds Availability.** In general, if you transmit an image for deposit through the MCD Service that is received and accepted before 4:00 P.M. Eastern Standard Time on a business day that we are open, we will consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the MCD Service will generally be made available no later than the first business day after the day of deposit. In our sole discretion, we may delay availability based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

**12. Retention and Disposal of Items.** Upon your receipt of a confirmation from County Bank that we have received an image that you have transmitted, you agree to **retain each Item in a safe place for at least 30**

**calendar days** from the date of the image transmission. After 30 days, you agree to destroy the Item(s) that you transmitted as an image in a way that prevents re-presenting for payment (i.e., shredding), mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained Check is available, you agree to promptly provide it within three (3) business days to County Bank upon request. If not provided in a timely manner, such amount will be reversed from your account. After destruction of the original Check or Item, the image will be the sole evidence of the original Check or Item. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original Check that has already been paid.

**13. Check Requirements (including image quality).** The image of an Item transmitted to County Bank using the MCD Service must be legible, as determined in the sole discretion of County Bank. Without limiting the foregoing, the image quality of the Item must comply with the requirements established from time to time by County Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**14. Presentment.** The manner in which the Items are cleared, presented for payment, and collected shall be in County Bank’s sole discretion subject to the Deposit Account Agreement governing your account.

**15. Errors in Transmission.** By using the MCD Service you accept the risk that an Item may be intercepted or misdirected during transmission. County Bank bears no liability to you or others for any such intercepted or misdirected Items or information disclosed through such errors.

**16. Rejection of Deposits.** You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges that may be imposed against you due to our rejection of any Check that you transmit for deposit through the MCD Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the MCD Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

**17. Unpaid Checks.** Should you fail to produce the original Check, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks that you deposit by using the MCD Service have been received and accepted for deposit by the Bank. We will provide you with notice of any deposits that we are unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize us to debit the amount of such Check plus any associated fees from the account.

**18. Duty to Report Errors.** We will provide you with periodic statements that will identify the deposits that you make through the MCD Service. In addition, you may access the Bank’s Online Banking service for information about your deposits, return Items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the MCD Service have been received and accepted by us and are accurate. You agree to notify us promptly of any errors, omissions, or discrepancies and in no event later than 30 days after we sent or made available the earliest County Bank account statement that gave an indication of the problem or error. Unless you notify County Bank within 30 days, your account statement shall

be deemed correct, and you are prohibited from bringing a claim against County Bank for such alleged error. **You may notify us by visiting a branch location, or writing to County Bank Attn: Call Center / Mobile Deposit, 19927 Shuttle Road, Rehoboth Beach, DE 19971 or telephoning us at 302-226-9800.**

**19. Cooperation with Investigations.** You agree to cooperate with us in any investigation of any unusual transactions, poor quality transmissions, unsuccessful or lost transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items deposited through the MCD Service in your possession and your records relating to such Items and transmissions.

**20. Hardware and Software.** In order to use the MCD Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by County Bank from time to time. See Countybankdel.com for current hardware and software specifications. We are not responsible for any third-party software you may need to use the MCD Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

**21. Authentication Method.** You agree that we are entitled to act upon instructions we receive with respect to the MCD Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Internet Banking and Bill Payment Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the MCD Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the MCD Service. Any requests or instructions we receive from you through the MCD Service using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide to us through the MCD Service using your Authentication Method.

**22. Contacting You.** You expressly agree that, subject to applicable law, we (and our agents) may send you written notices, email messages and/or text messages, and/or make telephone calls to you by any means including, but not limited to, the use of pre-recorded/artificial voice messages and/or automatic dialing devices, at any telephone number you provided (including mobile telephone numbers where our contacts could result in charges to you), or at any email address or mailing address we have for you in our records. You also expressly agree that we may contact you using phone numbers, addresses and email addresses we obtain from public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you. We may leave messages for you on any recording device linked to any telephone number of yours.

**23. User Warranties and Indemnifications.** You warrant to County Bank that:

- You will only transmit eligible Items.
- You will not transmit duplicate Items.
- You will not re-deposit or re-present the original Item.
- You are authorized to enforce and obtain payment of the original Check.

- Each image you provide to us is a true and accurate representation of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the original Check.
- You are not aware of any factor which may impair the collectability of the Item.
- The original Check was authorized by the drawer in the amount stated on the original Check and to the payee(s) stated on the original Check.
- You will comply with this Agreement as well as all applicable rules, laws, and regulations.

**24. Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the MCD Service for any unauthorized or illegal purposes, or you use the MCD Service in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.

**25. Enforceability and Severability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**26. User Indemnification Obligation.** You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of the MCD Service, and/or your breach of this Agreement, or unauthorized access to any of your accounts related to your use of the MCD Service, except to the extent that such unauthorized access is the result of our gross negligence or intentional misconduct. You understand and agree that this paragraph shall survive any termination of this Agreement.

**27. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE MCD SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MCD SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MCD SERVICE (I) WILL MEET YOUR REQUIREMENTS (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE MCD SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE MCD SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**28. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MCD SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE MCD SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF COUNTY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

## Mobile Banking Terms and Conditions

**1. Eligible Enrollees.** You have agreed to accept mobile banking services (the "Services") in accordance with these Mobile Terms and Conditions. The Services are only available to Internet banking customers of County Bank. The terms and conditions of your Internet Banking and Bill Payment Agreement apply to Internet Banking and Bill Payment Services that you receive through County Bank. By accepting and using the Services, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Mobile Terms and Conditions.

**2. General.** Access to County Bank's Internet Banking Services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial products available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or Services made available to you through the Software.

**3. Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.

**4. License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of County Bank's Services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or County Bank. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

**5. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or County Bank.

**6. Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

**7. Text Messages.** Text messaging services are provided by County Bank and not by any other third party. You and County Bank are solely responsible for the content transmitted through text messages sent between you and

County Bank. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

**8. Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other Services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide Services or technologies.

**9. Export Restrictions.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**10. U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**11. DISCLAIMER OF WARRANTY.** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**12. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**13. Miscellaneous.** This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the



state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

#### END USER TERMS FOR SMS

The Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from County Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. The Services are provided by County Bank and not by any other third party. You and County Bank are solely responsible for the content transmitted through the text messages sent to and from County Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).